IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO.4608 OF 2004

Kanhaiyalal Nathamal Sanghavi
(Jain) & Ors. .. Applicants

Versus

Mrs.Rashida Shabbir Diller
and Anr. .. Respondents

Mr.A.P.Mundergi, Senior Advocate with
Mr.M.K.Kocharekar for applicants
Ms.M.M.Deshmukh, A.P.P. for State.

CORAM : S.C.DHARMADHIKARI, J.
DATE : 22nd September 2006.

P.C.

. Heard Mr.Mundargi, learned Senior Counsel and Ms.Shaikh, learned Advocate for the original complainant - respondent No.1.

2. Pursuant to the statement made on the last occasion, now an affidavit is filed by the petitioner No.2 representing petitioners and more particularly the developers that as per the terms and conditions stated in individual agreement with the buyers, the owners of land and developers firm, within six months from the full and final completion of the project, they have executed six different declarations and formed six condomoniums that is one per each building/wing. These declarations are duly registered with the sub-Registrar, Haveli, details of which are already set out.

3. In the affidavit, it is stated on oath that the developers after the formation of Association of Apartments as per Section 10(2) of

the Maharashtra Ownership of Flats and Apartments Act, informed in writing along with copy of declaration to each individual buyer that the association having been registered, they must get individual conveyance/deeds of apartments executed. It is pointed out that more than 176 buyers of tenaments have got executed their respective conveyances/deeds in their favour. Some buyers are out of country.

4. It is pointed out that the firm has paid N.A. taxes till the date of conveyance and are willing to cooperate in further steps as well. In fact, Mr.Mundargi hands over a copy of the letter dated 24th September 2006 addressed by the petitioner No.3 to the Chairman of the Apartment Condomoniam, in which there is a specific agreement recorded that the firm will pay taxes from 1st April 2002 till the name of condomoniam is entered in the land records.

5. Grievance now remains is with regard to conveyance of the lands beneath the apartments and after taking instructions from petitioner No.2, who is present in court, Mr.Mundargi makes a statement that the draft conveyance deed in terms of the agreements have already been forwarded to the Chairman and all steps for executing conveyance with regard to the land would be duly completed as expeditiously as possible and in any event, within a period of four months from today.

6. In the light of the affidavit filed on 18th September 2006, a copy of which has been duly forwarded to the original complainant so also in the light of further statement and undertakings recorded today, in my view, grievances raised in the complaint by the respondent No.1 original complainant no longer survive.

7. Both sides, therefore, agree that the developer having complied with most of the obligations save and except one with regard to which an undertaking is specifically recorded, nothing survives in the pending complaint and the proceedings initiated in pursuance thereof. They must, therefore, come to an end amicably.

8. In such circumstances, by consent of parties, complaint is quashed. Petition is disposed of in the above terms. Undertakings accepted.

9. Once, one of the apartment owners has come forward with grievances which are representative in character and nature and pertaining to all the apartment owners, needless to state that the undertakings and assurances as above would enure to their benefit as well. They must also assist and cooperate with the builder.

(S.C.Dharmadhikari, J)